

CONSULTANT NON-DISCLOSURE AGREEMENT

City Agency: (“**NYCLAW**”):

The New York City Law Department

Consultant (“**Consultant**”):

Dr. Edward Maguire
Crime and Justice Analysts, Inc.
8225 East Clinton Street
Scottsdale, AZ 85260

This Consultant Non-Disclosure Agreement (“**NDA**”) is entered into between the New York City Law Department and Consultant. This NDA describes certain rights and obligations of each party with respect to certain information that NYCLAW will disclose to the Consultant during the course of and in connection with Consultant’s employment by NYCLAW.

1. Definitions

- a. “**Confidential Information**” means all information acquired by Consultant as a result of Consultant’s employment with NYCLAW including documents and deliverables produced by Consultant in connection with said employment. Confidential Information **does not** include information that is: **(i)** previously known by Consultant without a duty to keep such information confidential; **(ii)** generally available to the public; or **(iii)** independently developed by Consultant prior to his or her engagement by NYCLAW.
- b. “**Contract**” means the agreement between NYCLAW and Crime and Justice Analysts, Inc., regarding NYCLAW’s licensing of Crime and Justice Analysts to provide Consultancy services.
- c. “**Project**” means the scope of work to be performed by Consultant under the Contract.
- d. “**City**” means the City of New York

2. Restrictions on Use and Disclosure

- a. Consultant shall keep all Confidential Information strictly confidential and not disclose it to any person, except as required for Consultant to work on the Project and only to individuals employed by Consultant who need to know the information in order work on the Project on behalf of Consultant.
- b. Consultant shall not use any Confidential Information, except as required to work on the Project.
- c. Consultant shall not reproduce any Confidential Information, except for internal use by the members of the Consultant team that need to know the Confidential Information to work on the Project.

d. At the completion of Consultant's work on the Project, or as requested by NYCLAW, Consultant shall promptly return to NYCLAW or destroy all Confidential Information in the Consultant's possession, including any copies, extracts, descriptions and summaries thereof.

3. Use of City Resources; City Policies

a. Consultant shall not use any City equipment, supplies, telephones, computers, letterhead, personnel or any other City resource for any purpose other than the Consultant's performance of work on the Project, except as permitted by employees under the City's Policy on Limited Personal Use of City Office and Technology Resources, which is hereby incorporated into this NDA and which is posted at http://www.nyc.gov/html/conflicts/downloads/pdf2/AUP_Final_Issued_Version.pdf, as it may be amended or placed on a successor site by the City ("Personal Use Policy").

b. Consultant shall comply with the City's Information Security Policy for Service Providers (in which the Consultant is referred to as a "**Service Provider**"), which is hereby incorporated into this NDA and which is posted at http://www.nyc.gov/html/doitt/downloads/pdf/service_provider_policy.pdf, as the same may be amended or placed on a successor site by the City from time to time. Consultant shall also comply with the User Responsibilities Policy, which is hereby incorporated into this NDA and which is posted at http://www.nyc.gov/html/doitt/downloads/pdf/user_responsibilities.pdf, as the same may be amended or placed on a successor site by the City from time to time (both policies together with the Personal Use Policy, the "**Policies**"). The City reserves the right to revise and otherwise change the Policies at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. Consultant shall periodically visit the pages on which the Policies are located to ensure he or she is up-to-date with its terms.

4. Injunctive Relief. It is understood and agreed that money damages alone would not constitute a sufficient remedy for any breach of this NDA by Consultant and that the City will be entitled to specific performance and injunctive relief. Such remedies shall not be deemed to be the exclusive remedies available to the City for a breach of this NDA by the Consultant, but will be in addition to other remedies available to the City at law or in equity. This section will survive the expiration of this NDA.

5. Termination. Only NYCLAW may terminate this NDA.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

7. Governing Law; Venue; Jurisdiction. The laws of the State of New York, without reference to its choice of law principles, govern this Agreement and any claims arising out of or relating to this NDA, its negotiation, execution, performance or breach. All disputes and controversies arising out of or relating to this NDA, its negotiation, execution, performance or breach must be resolved in the state and federal courts in the City, County and State of New York, and each party irrevocably consents to the exclusive venue and personal jurisdiction of those courts for the resolution of such disputes and waives all objections thereto.

8. Miscellaneous. A signed copy of this NDA made by reliable means (e.g., a photocopy, facsimile or electronic image) will be considered an original. If any provision in this NDA is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in the NDA will not in any way be affected or impaired and the provision will be ineffective only to the extent of its invalidity, illegality or unenforceability. No waiver of any provision of this NDA will be effective unless it is in writing and signed by the waiving party, and no delay or failure to exercise or enforce any right or remedy hereunder will constitute a waiver of that right or remedy.

By signing below, Consultant, by its authorized representative, acknowledges that Consultant has read and understands the foregoing NDA and agrees to be bound by its provisions.

ACKNOWLEDGED, UNDERSTOOD AND AGREED TO BY:

Print Consultant Name: Dr. Edward Maguire

Consultant Signature: 

Date: _____ July 8, 2020 _____